

12

UNITED STATES OF AMERICA
U.S. DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN
DETROIT BRANCH

Edgardo Perez-De Leon,

Plaintiff,

Vs.

Central Bank of Nigeria (CBN)

Defendant.

Case: 2:20-cv-10428
Judge: Murphy, Stephen J.
MJ: Stafford, Elizabeth A.
Filed: 02-19-2020 At 02:46 PM
CMP LEON V. CENTRAL BANK OF NIGERIA (CBN) (NA)

Edgardo Perez-De Leon

7109 Pebble Park Drive

West Bloomfield, MI 48322

(248)252-6396

Plaintiff in propria person

Service c/o Geoffrey Jidefor Kwusike Onnyeama

Ministry of Foreign Affairs of the Federal Republic of Nigeria

No1 Federal Secretariat

Central Business District

Abuja, Nigeria

COMPAINT AND JURY DEMAND

NOW COMES Edgardo Perez-De Leon, Plaintiff in propria person, and pursuant to the Foreign Sovereign Immunities Act (FSIA), USC 28 section 1605(a)(1) –and any other relevant

section of USC 28-- and the Constitution of 1963 of the State of Michigan Article 1 Section 10 (on obligation of contract), in support of this Complaint and Jury Demand states:

1. Plaintiff is a U.S, citizen resident at the State of Michigan.
2. **Defendant is an instrumentality or agency of a foreign state**, specifically of the Federal Republic of Nigeria (FRN) pursuant a Nigerian court ruling made in14, being a separate legal entity of the FRN.
3. On **March 6, 2014** the parties entered in a contract (also known as a Settlement Agreement/Exhibit 1) for the payment to Plaintiff by Defendant of **USD \$21,000,000.00** (twenty one millions U.S. dollars) after compliance by the parties with conditions precedent (paragraph 3 of page 1 and paragraph 1 of page 2 of Exhibit 1).
4. The parties agreed that in the event of breach of contract and subsequent related litigation proper venue is the courts of United States of America under the laws of United States of America and the State of Michigan (paragraph 3 of page 3 of Exhibit 1). **NOTE: Although the FSIA constitutes a long arm statute in itself, the acceptance of this provision is an implied waiver to the immunity otherwise provided by the FSIA.**
5. USC 28 Section 1605(a)(1) states:
"A foreign state shall not be immune from the jurisdiction of the courts of the United States (1) in which the foreign state **has waived its immunity either explicitly or by implication**, notwithstanding any withdrawal of the waiver which the foreign state may purport to effect except in accordance with the terms of the waiver"
(emphasis added).

6. Plaintiff asserts that by implication, once has admitted the plausibility to submit to the jurisdiction of the courts of the United States in the event of breach of contract (paragraph 3 of page 3 of Exhibit 1) , **Defendant waived its immunity.**
7. The contract was executed by Plaintiff and his wife, Wanda Velez-Ruiz, and by Dr. Sarah Omotunde Adale, acting governor of Defendant at the time of the execution of the agreement on March 6, 2014; by Tunde Lemo, who purported to be at that time Deputy Governor, a position he actually served prior to March 6, 2014;and Anyim Pius, an important former senator of the FRN, serving at that time as Secretary of the Government (Chief of Staff of the President) of the FRN.
8. Dr. Adale was required to execute the agreement **under the Seal of the Central Bank of Nigeria**, what was not required to the other 2 signatories for reasons given below.
9. Mr. Lemo was not an officer of the CBN (Defendant) at the time, according to the organigram of the CBN (Defendant) posted at the website of the CBN (Defendant), and was reported as being under contract by the Nigerian media at that time.
10. Senator Pius (as he was also known) was not an officer of the CBN (Defendant) and his duty in this agreement, in the best of the cases, was to be a sort of informative liaison with the FRN, not relevant for the validity of the agreement, duty for which he volunteered.
11. The purpose of the agreement was to settle allegations of fraud made by Plaintiff and his wife against the CBN (Defendant) related to advance fees paid by Plaintiff in order to obtain funds that were transferred to Nigeria from the United Kingdom by the U.K, Lotto and not received by Plaintiff and his wife (paragraph 2 of page 1 of the Exhibit1).

12. Defendant agree to pay USD \$21,000,000.00 (twenty one millions US dollars) within 30 (thirty) days after Plaintiff and his wife had paid another advance fee of U.S. \$12,700.00 (twelve thousand seven hundreds U.S. dollars into a Defendant's bank account, with the bank in which that account would be held, having to acknowledge the ownership by the CBN (Defendant) of such bank account (paragraph 1 at page 2 of Exhibit 1).
13. Defendant failed to provide a bank account with the specification stated in the agreement (See paragraph 13 of this Complaint and Jury Demand).
14. No other document exists directly related neither to an amendment of the agreement nor related to a request for additional time.
15. E-mailed copies were deemed as valid as the original with original signatures and the seal of the CBN (paragraph 1 of page 3 of Exhibit 1).
16. Defendant is deemed in breach of contract by not providing a bank account of its ownership, at which plaintiff was able to deposit the additional USD \$12,700 advance fee, to fulfill his obligation.
17. Defendant is obliged to pay 10 times the amount in the agreement as punitive contractual damages (paragraph 2 of page 4 of the agreement).
18. Defendant is obliged to pay actual damages and other damages as determined by the laws of the United States and the State of Michigan (paragraph 3 of page 4 of Exhibit 1).
19. Additionally Defendant is obliged to pay 10% interest rate or higher from the date of breach of contract (paragraph 1 at page 4 of Exhibit 1) or 30 days after March 6, 2014.

COUNT 1

BREACH OF CONTRACT

- 20. Plaintiff incorporates by reference paragraphs 6 of the Complaint and Jury Demand.
- 21. Plaintiff incorporates by reference paragraph 16 of the Complaint and Jury Demand.
- 22. Plaintiff incorporates by reference paragraph 17 of the Complaint and Jury Demand.
- 23. Plaintiff incorporates by reference paragraph 18 of the Complaint and Jury Demand.
- 24. Plaintiff incorporates by reference paragraph 19 of the Complaint and Jury Demand.

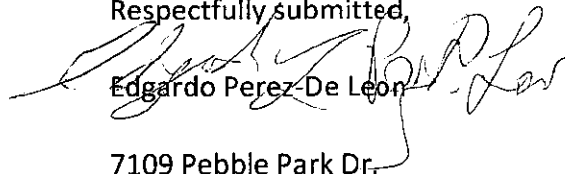
RELIEF SOUGHT

- 25. Plaintiff seeks USD \$21,000,000.00 in actual damages.
- 26. Plaintiff seeks USD \$210,000,000.00 in contractual damages.
- 27. Plaintiff seeks any other damages allowed by the laws of the United States and the State of Michigan, such as punitive damages.
- 28. Plaintiff seeks interest at 10% or higher since April 6, 2014

JURY DEMAND

- 29. Plaintiff demands trial by jury.

Respectfully submitted,


Edgardo Perez-De Leon

7109 Pebble Park Dr.

West Bloomfield, MI 48322

(248) 252-6396

February 19, 2020

Bx 1 1/5

IN THE UNITED STATES OF AMERICA
AND
IN THE FEDERAL REPUBLIC OF NIGERIA

SETTLEMENT AGREEMENT

This Settlement Agreement (herein referred to as Agreement) is between Wanda Velez-Ruiz and Edgardo L. Perez-De Leon, wife and husband, the beneficiaries herein referred to as Party A, and the Central Bank of Nigeria (CBN), the payer, herein referred to as Party B.

This Agreement is entered by the parties to settle allegations of fraud made by Party A against Party B related to advance fees paid by Party A to Party B in order to obtain funds transferred to Nigeria from the UK Lotto that were not received by Party A from Party B.

To settle the above allegations Party A agrees to receive, and Party B agrees to pay, \$21 M USD (twenty one million United States dollars) from Party B, and Party A agrees to pay, respectively, **within 30 days** after Party A compliance with the conditions precedent below.

Initials for Party A:

[Handwritten initials]

Initials for Party B:

[Handwritten initials]
and *[Handwritten initials]*

B2 1 2/5

To settle the above allegations, to facilitate the electronic transfer of the \$21 M USD into Party A's designated bank account, and to pay for any other, known and unknown, advance fee or related expense, Party A agrees to pay to Party B \$12,700.00 USD (twelve thousands seven hundreds United States dollars) into Party B's designated bank account in Nigeria, or elsewhere, after the bank of the Party B. designated bank account acknowledge in writing the ownership by Party B of the designated bank account, for which disclosure of information must be authorized by Party B.

Party A submits this Agreement executed via e-mail to Party B and and Party B must return it executed to Party A within 30 day of its receipt, unless the parties to this Agreement require to negotiate amendments, in which event Party B's amended version of the Agreement must be submitted within the time prescribed above via e-mail to Party A executed by Party B for Party A's execution and return by e-mail to Party B, if Party A agrees with Party B's amended version.

The parties agree that the negotiation process could be

Initials for Party A

[Handwritten initials]

Initials for Party B

[Handwritten initials]

ended upon a separate written agreement of the parties.

52 1 3/5

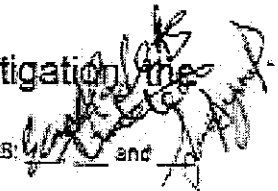

The original of this Agreement shall be cross delivered by the parties by regular mail and sent by e-mail and fax, which faxed and e-mailed copies shall be deemed as valid as the original with the SEAL of the CBN and the original signatures, and their initials at each page, of its signatories, especially the signature and initials of the Governor (or acting Governor) of the CBN.

The parties agree to the non-disclosure of the terms and conditions of this Agreement after properly executed by the parties for a period of 10 years after the full completion of this Agreement, except in the event of breach of contract or allegations thereof.

An allegation of breach of contract as result of this Agreement claimed by a party shall be litigated at the courts of United States of America and under its laws and the laws of the State of Michigan.

In the event of breach of contract and its successful litigation, the

Initials for Party A:  and 

Initials for Party B:  and 

Ex 1 4/8

parties agree that the prejudiced party must be paid by the breaching party 10% interest rate, or the Michigan statutory interest rate, whatever is higher, from the date of breach of contract.

In the event of breach of contract and its successful litigation, the parties agree that the prejudiced party must be paid by the breaching party at least 10 (ten) times the amount of this agreement in punitive damages or a higher rate if so is determined by the courts.

In the event of breach of contract and its successful litigation, the parties agree that the prejudiced party must be paid by the breaching party any other damages as determined by the laws of United States and the State of Michigan.



For Party A

Signed this 5th of March of 2014


Wanda Velez-Ruiz

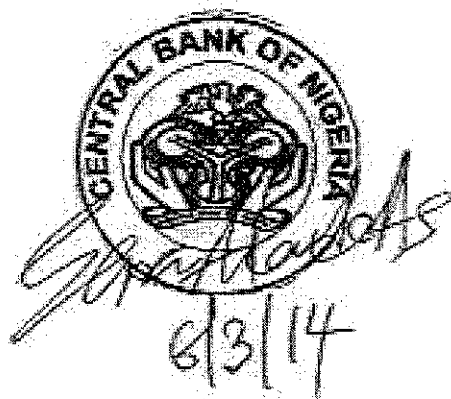

Edgardo L. Perez-De Leon

Initials for Party A:  and 

Initials for Party B:  and 

For Party B

62 1 5/5

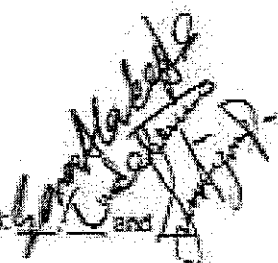
Signed this 5th of March of 2014Sarah Alade,
Acting Governor of the Central Bank of NigeriaTunde Lemo,
Deputy Governor of the Central Bank of NigeriaSenator Anyim Pius,
Secretary of the Government of the Federal Republic of Nigeria

SEAL OF THE CENTRAL BANK OF NIGERIA

Initials for Party A



Initials for Party B



JS 44 (Rev. 02/19)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

I. (a) PLAINTIFFS

Edgardo PEREZ De Leon
OAKLAND

(b) County of Residence of First Listed Plaintiff
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

7109 Pebble Pk Dr
West 03/06/2020 MI 48322

DEFENDANTS

CENTRAL BANK OF NIGERIA

Case: 2:20-cv-10428

Judge: Murphy, Stephen J.

MJ: Stafford, Elizabeth A.

Filed: 02-19-2020 At 02:46 PM

CMP LEON V. CENTRAL BANK OF NIGERIA (CBN) (NA)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ Federal Question
 (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
 (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES |
|--|--|--|---|---|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice | PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education | PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement | <input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes | |

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions)

JUDGE:

DOCKET NUMBER

DATE

2-19-2020

SIGNATURE OF ATTORNEY OF RECORD

Edgardo Perez De Leon

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

PURSUANT TO LOCAL RULE 83.11

1. Is this a case that has been previously dismissed?

☐ Yes

☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

2. Other than stated above, are there any pending or previously discontinued or dismissed companion cases in this or any other court, including state court? (Companion cases are matters in which it appears substantially similar evidence will be offered or the same or related parties are present and the cases arise out of the same transaction or occurrence.)

☐ Yes

☒ No

If yes, give the following information:

Court: _____

Case No.: _____

Judge: _____

Notes :
